

1951, Sep 24
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Agreement made this 14th day of September 1951 A.D.

between Susan B. Eldridge
and Donald W. Smith

Seller
Buyer

The Seller agrees to sell and the Buyer agrees to purchase a certain estate situated

in South Chatham, Mass., containing approximately 10 acres of land, with no buildings, bounded on the north by the waters of Taylors Pond, on the east by land of Mary Johnson, on the south by land of Harriet B. Tuttle, on the west by the Eel River. Excluded from these ten acres is the property formerly owned by L. Wilbur Eldridge and Elizabeth B. Eldridge.

Under the terms of this agreement, the seller agrees to have a survey made of the above mentioned 10 acres, such survey to be completed before title is passed.

Should the above mentioned survey show LESS than 10 acres, the seller agrees to deliver to said D.W. Smith this property at the price of \$1100. per acre.

All-landlord fixtures, stoves, screens, screen doors, window shades, outside windows, storm doors, awnings, and hardy shrubs, now on and belonging to owner of said premises, are included in the sale.

Said premises are to be conveyed on or before 15 October 1951 by a good and sufficient deed of the Seller, conveying a good and clear title to the same free from all encumbrances excepting restrictions of record, if any there be.

Under the terms of this agreement the attached restrictions will be incorporated into the deed given by said Susan B. Eldridge to Donald W. Smith, and these same restrictions must be incorporated into any deed given by Donald W. Smith or any other or future owner of the land.

Under the terms of this agreement it is understood that any existing Right of Way deeded by L.W.D. Eldridge to L. Wilbur or Elizabeth B. Eldridge may be moved and relocated if the buyer so desires.

And for such deed and conveyance the Buyer is to pay:

Purchase price	Ten Thousand (\$10,000.)-----	Dollars, paid as follows:
Deposit, Receipt acknowledged	One Thousand (\$1,000.00)---	Dollars \$
Cash on passing papers	Nine Thousand (\$9,000.00)-----	Dollars \$
Represented by a mortgage now on the premises at		per cent
which has until		to run \$

And the balance, to be paid by the note of the Buyer, dated day of passing papers, bearing interest at _____ per cent, per annum, payable _____ and secured by a power of sale mortgage in the usual form upon said premises, note to be payable in or within _____ years, and with part payments of at least \$ _____ each _____ months \$ _____

Total \$ _____

Full possession of said premises, (free of) ~~XXXXXX~~ all tenants is to be delivered to the Buyer at the time of the delivery of the deed, the said premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon, and damage by fire or other unavoidable casualty, excepted.

The buildings on said premises shall, until the full performance of this agreement, be kept insured in a sum sufficient to protect the Buyer, and, in case of any loss, or damage by fire, all sums recovered or recoverable on account of said insurance shall be paid over or assigned on delivery of the deed, to the Buyer, unless the premises shall previously have been restored to their former condition by the Seller.

Collected rents, water rate, taxes for current year, insurance premiums, and interest on any mortgages that are to remain on the property shall be apportioned and paid as of the day of the delivery of the deed.

The deed is to be delivered and the consideration paid, if the purchaser so requires, at the Registry of Deeds in which the deeds should by law be recorded, at twelve o'clock noon, on or before the day above stated, unless the parties hereto agree in writing to some other time and place.

If the Seller shall be unable to give title or to make conveyance as above stipulated any payments made under this agreement shall be refunded, and all other obligations of all parties hereto shall cease, but the acceptance of a deed and possession by the Buyer shall be deemed a full performance and discharge hereof, except as to any matters that are not to be performed at or prior to passing papers.

In consideration of the above ~~husband deceased~~ (husband) (wife) of the Seller, is to join in the deed to be made as aforesaid, and to release to the Buyer all right of courtesy or dower and homestead in said premises and all other statutory interests or rights therein.

It is agreed that the initial payment made by the Buyer under this agreement shall remain in the possession of Susan B. Eldridge until said conveyance is consummated.

It is understood that a broker's commission of 10% per cent, on the total sale price is to be paid to Billy P. Sylvan by the ~~Seller~~ Buyer.

It is understood that all provisions of this agreement shall be binding on the heirs, executors, administrators, or successors of the parties hereto.

TIME IS OF THE ESSENCE OF THIS AGREEMENT

In Witness Whereof, the said parties have hereunto interchangeably set their hands the day and year first above written.

Signed and delivered in presence of

Ronald W. Smith
Susan B. Eldridge

Susan B. Eldridge

With

Donald W. Smith

Sale of Real Estate Agreement

FROM THE OFFICE OF

Mrs. Relf E. Sylvan
South Chatham
Mass.

Barnstable Patriot, Hyannis, Mass.
Publishers and Printers

EXTENSION

The time for the performance of the foregoing agreement is extended to and including

19 under the

same terms and conditions.

WITNESS our hands and seals this

day of

A.D. 19